



CITY OF GAHANNA

DEPARTMENT OF PUBLIC SERVICE AND ENGINEERING

**Request for Proposal (RFP)**

**2022 Street Rebuild and Waterline Replacement Design Projects  
on Heil Drive, Laura Drive, North Street, River Drive, and Rocky Fork Drive North**

ISSUED ON:  
September 16, 2021

RFPs DUE:  
October 14, 2021 at 11:00 a.m.  
Late proposals will not be accepted.

CONTACT:  
D. Grant Crawford  
Director of Public Service and Engineering  
(614) 342-4005  
[grant.crawford@gahanna.gov](mailto:grant.crawford@gahanna.gov)

## **SECTION I. INTRODUCTION**

The City of Gahanna (City) is requesting technical proposals for engineering services to support the design and construction of street rebuilds and waterline replacements on segments of Heil Drive, Laura Drive, North Street, River Drive, and Rocky Fork Drive North. Sealed Proposals for this service will be received by the City of Gahanna, at City Hall, 200 South Hamilton Road, Gahanna, OH 43230, until 11:00 A.M. local time on October 14, 2021, at which time the Proposals received will be publicly opened and read.

Copies of this Request for Proposal are available online at <https://www.gahanna.gov/invitationtobid/> addenda related to this procurement will be posted online to the City's website.

## **SECTION II. PURPOSE OF RFP**

The City is requesting technical proposals for engineering design and construction phase services for roadway and utility improvements to Heil Drive between Mill Street and Shull Avenue, Laura Drive between Heil Drive and Jennie Drive, North Street between High Street and Shepard Street, River Drive between James Road and Parkland Drive, and Rocky Fork Drive North between Flint Ridge Drive and Cliffview Drive.

Each project location identified above will include rebuild of the street as a two-lane curb and gutter roadway with sidewalk on both sides. On-street parking options will also be considered for North Street. With except for Rocky Fork Drive North, each location will also include stormwater drainage improvements, replacement of existing water main lines, and improvements to all other associated utilities (e.g., stormwater lines, drainage structures, fire hydrants, water service lines). A pipeline assessment in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) shall be performed for all existing stormwater and sanitary sewer lines within the right-of-way at each project location to determine the location, size, material, and condition of the existing lines. All utility lines and associated structures determined to be in poor condition are to be improved and/or replaced. Utilities not owned by the City will need to be located and marked by the utility owners.

The existing conditions of each project location are described in detail below. All record plans on file for these project locations are included in Attachment F.

### **Heil Drive (Mill Street to Shull Avenue)**

Heil Drive from Mill Street to Shull Avenue, approximately 840 feet, is currently a deteriorating two-lane roadway with sidewalk on the south side. It is a shoulder roadway (no curb or gutter) with exception of the portion between Laura Drive and Shull Avenue which has curb on the south side. The City is aware of sanitary sewer, water, and stormwater City-owned utilities along Heil Drive.

The sanitary sewer main lines, constructed in 1957, are 8-inch mains located in the right-of-way on the north side of Heil Drive.

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The water main lines, constructed in 1960, are 8-inch asbestos cement pipe (ACP) located in the right-of-way on the south side of Heil Drive that connect to two fire hydrants (one near each end of this section of Heil Drive).

A two-pipe network for stormwater, constructed in 1957, starts approximately 140 feet east of Mill Street with a 12-inch pipe that crosses from the north to south side of Heil Drive within the right-of-way, then continues west with a 15-inch pipe that outlets on the west side of Mill Street into Big Walnut Creek. There is also a stand-alone 12-inch stormwater line on the north side of Heil Drive that crosses Laura Drive that was constructed in 1956.

### **Laura Drive (Heil Drive to Jennie Drive)**

Laura Drive, approximately 950 feet long, is currently a deteriorating roadway with two different roadway typical sections. The first section, approximately 595 feet long starting at Heil Drive, is a two-lane, shoulder roadway with sidewalk on the north side only. The second section, the remaining approximately 355 feet to Jennie Drive, is a two-lane, curb and gutter roadway with on-street parking and sidewalks on both sides of the street. The City is aware of sanitary sewer, water, and stormwater City-owned utilities along Laura Drive.

The sanitary sewer main lines are 8-inch mains located in the right-of-way on the north side of Laura Drive. The mains in the shoulder and curb and gutter sections of Laura Drive were constructed in 1957 and 1964, respectively. The water main lines along Laura Drive are in the right-of-way on the south side of Laura Drive.

The water main in the shoulder section of Laura Drive, constructed in 1960, is a 6-inch ACP. The water main in the curb and gutter section, constructed in 1961, is a 6-inch cast iron pipe (CIP). There are two fire hydrants along Laura Drive, one in each section of water main.

Stormwater lines are only located in segments of the shoulder section of Laura Drive. A stand-alone 12-inch stormwater line, constructed in 1956, crosses Laura Drive at Heil Drive. At a location approximately 490 feet from Heil Drive, another 12-inch stormwater line crosses from the south to north side of Laura Drive, where it connects to an 18-inch stormwater line that extends within the right-of-way approximately 605 feet to the west then continues north to outside of the right-of-way between two private properties. Those stormwater lines were constructed in 1957. At 145 Laura Drive and 153 Laura Drive, there is a low area that collects stormwater during moderate rains in the backyards of the two properties.

### **North Street (High Street to Shepard Street)**

North Street from High Street to Shard Street, approximately 560 feet, is currently a deteriorating two-lane, shoulder roadway with on-street parking on both sides and short segments of sidewalk on the north side. In this section of North Street, the City is aware of sanitary sewer, water, and stormwater City-owned utilities.

The sanitary sewer main lines, constructed in 1939, are 8-inch lines located primarily within the north

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side of North Street.

The water main line, also constructed in 1939, is a 4-inch ACP located in the Franklin County right-of-way on the north side of North Street and connects to two fire hydrants (one at each end of the North Street). This water main has been the site of a break. There are also newer segments of 8-inch water main located across North Street at the intersection with High Street and within North Street near the intersection of Shepard Street, constructed in 2011 and 2018 respectively. The material types of those mains are PVC and unknown, respectively.

The exact locations and sizes of the stormwater lines along North Street are unknown.

### **River Drive (James Road to Parkland Drive)**

River Drive from James Road to Parkland Drive, approximately 450 feet, is currently a deteriorating one-way, single-lane, shoulder roadway. No sidewalks are located along this road. The City is aware of sanitary sewer, water, and stormwater City-owned utilities along River Drive.

The sanitary sewer main lines, constructed in 1965, are 8-inch mains located in the right-of-way primarily on the north side of River Drive. A sanitary sewer main crosses River Drive at the intersections with James Road and Parkland Drive.

The water main line, constructed in 1960, is a 6-inch ACP located in the right-of-way on the south side of River Drive that connects to two fire hydrants.

The stormwater lines are 12-inch pipes located in the right-of-way on the north side of River Drive and crosses the intersection of River Drive and Parkland Drive. The age of the stormwater lines is unknown.

### **Rocky Fork Drive North (Flint Ridge Drive to Cliffview Drive)**

Rock Fork Drive North from Flint Ridge Drive to Cliffview Drive, approximately 610 feet, is currently a deteriorating two-lane roadway with partial curb and gutter. No sidewalks are located along this road except for curb ramps at the intersection with Flint Ridge Drive. The City is aware of sanitary sewer, water, and stormwater City-owned utilities along Rocky Fork Drive North.

The sanitary sewer main lines, constructed in 1953, are 8-inch mains located in the right-of-way on the north side of Rocky Fork Drive North with one crossing of Rock Fork Drive North approximately 140 feet east of Cliffview Drive.

The water main lines are 8-inch pipes located in the right-of-way on the south side of Rocky Fork Drive North with one crossing at the intersection with Cliffview Drive. These main lines connect to a total of three fire hydrants. Approximately 140 feet east of Iroquois Park Place to Cliffview Drive there are two parallel water mains. One of those mains is an ACP constructed in 1963. This main is connected to the main that crosses north across Rocky Fork Drive at the Cliffview Drive intersection. The second main is a ductile iron pipe (DIP) that was constructed in 1992. This main connects to a water main that run south along Cliffview Drive. All other water mains are ACP constructed in 1963.

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The stormwater lines, constructed in 1954, are primarily located in the right-of-way along the south side of Rocky Fork Drive North and range size from 12-inch to 27-inch. Two of those stormwater lines cross the roadway near the intersection of Rocky Fork Drive North and Cliffview Drive. A 27-inch pipe crosses Cliffview Drive and a 15-inch pipe crosses Rocky Fork Drive North on the west side of Cliffview Drive.

### SECTION III. DEFINITIONS

The following definitions shall apply to this Request for Proposal and its attachments.

Term	Definition
Proposer; Consultant	Any person or company submitting a proposal in response to this Request for Proposal
City	City of Gahanna
City Council	City Council for the City of Gahanna
Proposal	A Proposer's document in response to City's RFP
RFP	This Request for Proposal "Claycraft Road Waterline Replacement Project – Engineering Services"
Successful Proposer	The proposer that is selected by the City of Gahanna through this Request for Proposal process to provide the services specified in the Scope of Services herein

### SECTION IV. ATTACHMENTS

The attachments below are included with this RFP.

- Attachment A – Scope of Work
- Attachment B – Proposal Evaluation Form
- Attachment C – Proposal Pricing Form
- Attachment D – Reference List
- Attachment E – Terms and Conditions
- Attachment F – Project Limits and Record Plans

### SECTION V. TIMELINE

Action	Date
RFP Release Date	September 16, 2021
Deadline for questions / clarifications	September 21, 2021
<b>Proposal Submittal Deadline</b>	<b>October 14, 2021</b>

## **SECTION VI. INSTRUCTION TO PROPOSERS**

### **A. EXAMINATION OF PROPOSAL DOCUMENTS**

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct;
- Proposer guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price so that City may accomplish its goal of a sound economical operation and RFP; and
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, Proposer grants the City permission to make these inquiries, and Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

### **B. REQUIRED PROPOSAL SUBMISSION DOCUMENTS**

As a part of their proposal submission, Proposers shall submit the following documents.

<b>Documents to Submit</b>	<b>Comments</b>
Proposal	15-page limit (Excluding Resumes, Proposal Pricing Form and Reference List)
Proposal Pricing Form	Must be filled out completely and signed
Reference List	Must be filled out completely
Addenda, if any	Must be signed

**C. PROPOSAL SUBMITTAL DEADLINE AND LOCATION**

Proposals are due on or before October 14, 2021 @ 11:00 a.m. Proposer shall hand deliver or mail three (3) hard copies of their proposal and one (1) electronic version on a removable thumb drive in sealed envelope(s) to:

City of Gahanna  
Attn: Director of Public Service and Engineering  
200 S. Hamilton Road  
Gahanna, OH 43230

Sealed proposals must bear the Proposer's name and address, and be clearly marked **"SEALED PROPOSAL FOR 2022 STREET REBUILD AND WATERLINE REPLACEMENT DESIGN PROJECTS FOR HEIL DRIVE, LAURA DRIVE, NORTH STREET, RIVER DRIVE, AND ROCKY FORK DRIVE NORTH DUE OCTOBER 14, 2021 @11:00 A.M."**

Late proposals will not be considered.

**D. WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw his or her proposal by written request, addressed to the City contact specified in Section XVI at any time prior to the Proposal Submittal Deadline.

**SECTION VII. SCOPE OF SERVICES**

**A. SCOPE OF WORK**

See Attachment A for scope of work.

**B. TERM**

The successful Proposer will be awarded an agreement that shall expire upon successful completion of services.

**C. INVOICING**

Consultant will submit monthly invoices to: D. Grant Crawford, Director of Public Service and Engineering, Gahanna City Hall, 200 South Hamilton Road, Gahanna, OH 43230. A sample invoice shall be included in the submitted proposal.

**E. PAYMENT**

If a contract is awarded, the method of payment to the Successful Proposer shall be based on hourly labor rates with a maximum "not to exceed" per task fee as set by the Successful Proposer in the proposal or as negotiated between the Successful Proposer and the City. Payment will be made within thirty (30) days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

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## F. PROPOSAL COST

The Consultant must complete, sign and submit Attachment C – Proposal Pricing Form with Consultant’s proposal. Pricing must be all inclusive, and include all labor, materials, transportation, and other costs necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides City staff with tools to negotiate the final cost. For this proposal, **the Consultant shall provide only a billing rate for a construction inspector position**; it is the City’s intent to include Construction Inspection services in a future Contract Modification.

The Consultant acknowledges that by submitting a proposal, the Consultant’s proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

## SECTION VIII. TERMS AND CONDITIONS

The City’s standard terms and conditions set forth in Attachment E will apply to any contract resulting from this RFP.

## SECTION IX. REVIEW AND SELECTION PROCESS

A Proposer shall be considered responsive when their proposal responds to RFP specifications in all material aspects and contains no irregularities or deviations from the specifications which would affect the amount of the RFP or otherwise give the Proposer a competitive advantage. Irregularities which do not materially affect the RFP may be deemed technical defects and may be corrected after the RFP opening.

The City of Gahanna uses a qualifications-based selection process. Technical proposals will be reviewed and scored by a selection committee. Our technical proposal evaluation form is included as Attachment B to aid in development of the requested proposal. The City will engage in contract negotiations with the firm deemed most qualified. Please limit responses to not more than fifteen (15) pages (excluding resumes).

In determining whether a Proposer is responsible, the following factors shall be considered:

1. The Proposer’s experience;
  2. The Proposer’s financial condition;
  3. The Proposer’s conduct and performance on previous contracts;
  4. The Proposer’s facilities;
  5. The Proposer’s management skills;
  6. The Proposer’s ability to execute the contract properly;
  7. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
  8. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
  9. The ability of the Proposer to provide future maintenance and service for the use of the
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- subject of the contract;
10. The number and scope of conditions attached to the RFP.

#### **SECTION X. RIGHTS OF THE CITY**

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Proposer.

#### **SECTION XI. PUBLIC NATURE OF PROPOSAL MATERIALS**

Ownership of data, materials, and documents originated and prepared for the City pursuant to this Request for Proposal shall belong exclusively to the City and be subject to public inspection.

#### **SECTION XII. NO COLLUSION**

By submitting a proposal, each Proposer represents, warrants guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price from a qualified proposer so that City may accomplish its goal of a sound economical operation.

#### **SECTION XIII. FAIR DEALING/CONFLICT OF INTEREST**

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under

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the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

#### **SECTION XIV. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

#### **SECTION XV. QUESTIONS REGARDING THE RFP**

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP must be put in writing and received by the City contact person identified in Section XVI no later than September 21, 2021. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

#### **SECTION XVI. CONTACT PERSON**

Inquiries relating to this RFP and/or the required services should be directed to:

D. Grant Crawford  
Director of Public Service and Engineering  
200 South Hamilton Road  
Gahanna, OH 43230  
Phone: 614-342-4005  
Email: [grant.crawford@gahanna.gov](mailto:grant.crawford@gahanna.gov)

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## ATTACHMENT A – Scope of Work

### Scope Overview

The successful proposer will provide engineering design and construction phase services for roadway and utility improvements to Heil Drive between Mill Street and Shull Avenue, Laura Drive between Heil Drive and Jennie Drive, North Street between High Street and Shepard Street, River Drive between James Road and Parkland Drive, and Rocky Fork Drive North between Flint Ridge Drive and Cliffview Drive. All work associated with the design and construction of these improvements shall be within public right-of-way except where necessary to tie into features (e.g., driveways, sidewalks) on an adjacent property. Before any work can commence on an adjacent property, a written right-of-entry letter must be obtained from the property owner.

Two different typical section alternatives will be considered for the rebuild of North Street. The first alternative is a 32-foot-wide, curb and gutter roadway with two 11-foot-wide travel lanes, 10-foot-wide on-street parking on one side, and 5-foot-wide sidewalk on both sides. The second alternative is a 36-foot-wide, curb and gutter roadway with two 10-foot-wide travel lanes, 8-foot-wide on-street parking on both sides, and 5-foot-wide sidewalk on both sides. The rebuild of all other project locations is proposed as a 26-foot-wide, two-lane, curb and gutter roadway with 5-foot-wide sidewalk on both sides.

With except for Rocky Fork Drive North, each location will include stormwater drainage improvements, replacement of existing water main lines, and improvements to all other associated utilities (e.g., stormwater lines, drainage structures, fire hydrants, water service lines). All water mains and fire hydrant leads shall be replaced with 6-inch PVC at all project locations. In addition, all existing water lines are proposed to be abandoned in-place unless removal is required for the construction of other improvements. The stormwater improvements at Laura Drive will also include extending the public stormwater system to between properties at 145 Laura Drive and 153 Laura Drive to provide a drainage inlet. A drainage easement will be required from one or both property owners to complete the extension. The Successful Proposer will provide real estate negotiation and acquisition services on behalf of the City.

In addition, a pipeline assessment in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) shall be performed for all existing stormwater and sanitary sewer lines within the right-of-way at each project location (including Rocky Fork Drive North) to determine the location, size, material, and condition of the existing lines. Pipeline assessment for North Street will extend beyond the project limits defined above to include all of North Street and Short Street from Walnut Street to Carpenter Road. All utility lines and associated structures determined to be in poor condition are to be improved and/or replaced. Utilities not owned by the City will need to be located and marked by the utility owners.

## Scope of Services

### Task 1. Site Survey and Design

- a. Consultant will complete all necessary project surveying using North American Datum 1983 (NAD83) State Plane Coordinates, South Zone and North American Vertical Datum 1988 (NAVD88), South Zone. In addition to topographic survey typical for roadway and water main replacement, the limits of the public right-of-way and property boundaries shall be located and verified. A pipeline assessment in accordance with the NASSCO PACP shall be performed for all stormwater and sanitary sewer lines within the project limits. The survey shall include all features within the right-of-way, or a 60-foot wide corridor centered on the reference street, whichever is greater.
- b. Consultant will obtain existing private utility information within the project area.
- c. Consultant will prepare a letter for any affected property owners informing them of survey work before the beginning of fieldwork. After the City's review / approval, the Consultant will send the letter.
- d. Consultant shall prepare construction drawings including, title sheet, plan and profile view, quantities, general notes, maintenance of traffic, erosion and sediment control plan, survey coordinates, specifications and miscellaneous details. These plans must meet City of Gahanna, City of Columbus Division of Water (DOW) and any applicable Ohio Environmental Protection Agency (OEPA) standards.
- e. The current City of Columbus Construction and Material Specifications shall be the standard specifications for this project. The Consultant will prepare any necessary supplemental specifications.
- f. Consultant shall prepare an Erosion and Sediment Control Plan that will meet all City and OEPA requirements.
- g. Consultant shall meet with City staff at a kick-off meeting and at 5% design, 50% design and 90% design stages. Consultant will provide written progress reports at these meetings. These reports are to include a description of work since previous meeting, anticipated work before the next meeting.
- h. The 5% design deliverable shall incorporate all site survey basemapping and shall serve as the basis for the selection of the waterline alignment used for the 50% and 90% designs.
- i. Consultant will provide an Engineer's Estimate of Construction Cost with the 50% and 90% design submissions. **At the 50% design stage of the North Street project, separate construction cost estimates shall be prepared for roadway design per City of Columbus (COC) Standard Drawings 2110 and 2115. All other project locations the construction cost estimate shall be prepared for roadway design per City of Columbus Standard Drawing 2100.** The final design shall be based on the City's selection of a preferred typical section.
- j. Consultant shall submit three sets (two full-size and one half-size) of plans along with a CD containing all CAD files and a PDF of the plans with each submission (5%, 50% and 90%).
- k. For the final design, consultant will provide:
  - i. one (1) mylar title sheet,
  - ii. two (2) sets of all electronic files on thumb drive,
  - iii. two (2) half-sized hard copy sets, and

- iv. two (2) full-size hard copy sets.

Task 2. Design Coordination and Permitting

- a. Consultant shall coordinate the detailed design with all public and private utilities within the project areas.
- b. Consultant shall submit plans to private utilities for their comment and coordinate any relocation of other utilities that may be necessary.
- c. Consultant shall be required to prepare any required permit application documents for the OEPA. The City will be responsible for submission of any OEPA permit applications and payment of fees.

Task 3. Real Estate Negotiation and Acquisition Services

- a. Consultant shall prepare legal descriptions and exhibits for all proposed right-of-way and easements.
- b. Consultant shall prepare and submit warranty deeds to the County Engineer's office for review and pre-approval.
- c. Consultant shall complete a title research and appraisals for properties requiring right-of-way and/or easements.
- d. Consultant shall prepare and deliver offer letters to owners of properties requiring right-of-way and/or easements.
- e. Consultant shall lead all real estate negotiations and closing services on behalf of the City.

Task 4. Construction Bidding and Submittal Review

- a. The City will compile and issue bidding documents and any necessary addenda.
- b. Consultant will assist the City with addressing questions from bidders.
- c. Consultant shall develop a list of required submittals and review all submittals during construction. Consultant shall determine that each submittal is:
  - v. accepted,
  - vi. accepted as noted,
  - vii. rejected, or
  - viii. directed to amend and resubmit with comments.
- d. The Consultant's submittal review process must be completed within fifteen (15) calendar days of receipt from the Contractor or according to an expedited review schedule mutually agreeable to the City and Consultant.

Task 5. As-Built Drawings

- a. Consultant shall formally revise the plan sheets according to documentation prepared during construction (including survey coordinates obtained by the Contractor) and provide the City with two (2) hard copies and an electronic set of final "As-Constructed" drawings for review and comment. The electronic set shall be submitted as one set of PDFs and a thumb drive containing AutoCAD "As-Constructed" drawings.

Task 6. Construction Phase Services

- a. Submittal Review and Monitoring: The Consultant shall coordinate the Submittal review process and monitor all Submittals to support timely processing. The

Consultant shall receive samples that are furnished at the site and notify the City of the availability of the samples for examination. The Consultant shall advise the City of the commencement of any portion of the Work requiring a Submittal if the Consultant believes that the Submittal has not been received from the Contractor. The Consultant will receive and log the Submittal and review the Submittal without delay for completeness.

- b. Requests for Information or Interpretation (RFI): The Consultant shall review and monitor all RFI's from the Contractor to support timely responses by the City and Consultant. During this process, the Consultant shall:
  - i. Receive from the Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents, or relating to the acceptability of the Work under the Construction Contract Documents.
  - ii. Return RFI's to the Contractor that are not valid because the requested information is within the contract documents or do not contain adequate information for a response.
  - iii. Report any valid RFI to the City requesting a response.
  - iv. Facilitate responses, typically within five (5) calendar days of receipt of notification. Responses may require changes to specifications and/or drawings by the Consultant.
  - v. Return RFI response(s) to the Contractor.
- c. Conferences and Meetings: The Consultant shall attend and participate in meetings with the City and/or Contractor, such as preconstruction conferences, monthly progress meetings, and other Project-related meetings, and distribute copies of minutes thereof (draft minutes within one week of a meeting and final minutes presented at the next meeting).

Task 7. Additional Tasks and/or Meetings Deemed Necessary


- a. The scope should include any additional tasks and/or meetings that the proposer believes necessary to ensure that the City is well informed as to the status of the project and to meet major milestones.

Task 8. Construction Inspection (As-Authorized Service)

- a. The Consultant shall furnish a Construction Inspector (CI) to attend field meetings and/or observe the progress and quality of the Work upon the request of the City up to three (3) times. The CI shall be the City's representative at the Site and will confer with the City. Inspection services may include verifying adherence to contract documents, preparing daily inspection reports, photo-documentation of work performed, reviewing Contractor's applications for payment, and providing an engineering opinion to the City.
- b. Limits to the CI's Responsibility and Liability: The activities of the CI shall not relieve the Contractor, subcontractors, suppliers, and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating the work in accordance with the Contract Documents, and any health or safety precautions required by any regulatory agency having jurisdiction.
- c. The CI's inspection duties and services shall include the following:
  - i. Be familiar with and knowledgeable of all Contract Documents including plans,

- specifications, applicable standards (e.g. AWWA, ASTM, etc.).
- ii. Prepare daily report of site activities and document work performed through site photos.
  - iii. Verify adherence of construction performed to the contract documents.
  - iv. Review draft applications for payment with Contractor for accuracy and compliance with contract requirements. This shall include confirmation of quantities of work completed.
  - v. If an instance arises where the Contractor proceeds with work that does not conform to the contract documents, immediately notify the City and document non-compliant work on the daily report and with photos.
  - vi. Verify that the Contractor is maintaining a marked-up set of redline construction documents and regularly coordinate with the Contractor to reconcile any observed differences.

## ATTACHMENT B – PROPOSAL EVALUATION FORM

	<div style="margin-bottom: 5px;">Project: _____</div> <div style="margin-bottom: 5px;">Consultant: _____</div> <div style="margin-bottom: 5px;">Evaluator: _____</div> <div style="margin-bottom: 5px;">Date: _____</div>	
<b>TECHNICAL APPROACH</b>	<b>Available Points</b>	<b>Awarded Points</b>
Understanding of Project and Basic Scope of Services	25	
Additions or Deletions to the Basic Scope of Services	10	
Understanding of Unique Conditions of the Project	5	
Technical Approach to the Project	20	
Project Schedule	10	
Key Equipment or Resources that Assists in Performance of Work	5	
<b>Subtotal</b>	<b>75</b>	<b>0</b>
<b>PROJECT TEAM</b>		
Consultant's and Subconsultant's Experience on Similar Projects	20	
Working Relationship with Project Team	10	
Project Manager's Experience on Similar Projects	10	
Key Task Managers' Experience on Similar Projects	10	
Location of Key Staff Members	10	
<b>Subtotal</b>	<b>60</b>	<b>0</b>
<b>PAST PERFORMANCE</b>		
Quality of Consultant's/Subconsultant's Past Work	20	
Consultant's/Subconsultant's Ability to Meet Project Schedule	15	
Project Manager's Ability to Coordinate Project Activities	10	
Consultant's/Subconsultants' Success in Controlling Project Costs	10	
Consultant's/Subconsultants' Ability to Communicate Effectively with Agency	10	
<b>Subtotal</b>	<b>65</b>	<b>0</b>
<b>TOTAL POINTS</b>	<b>200</b>	<b>0</b>

## ATTACHMENT C – PROPOSAL PRICING FORM

Proposer should provide a not-to-exceed amount per task, to be based on hourly labor rates. The not-to-exceed amount determination should be all inclusive and include any incidental costs such as materials, printing, and transportation fees.

Task	Task Description in Brief	Fee	Estimated Hours to Complete Task
<b>Heil Drive</b>			
1.	Site Survey and Design		
2.	Design Coordination and Permitting		
3.	Real Estate Negotiation and Acquisition Services		
4.	Construction Bidding and Submittal Review		
5.	As-Built Drawings		
6.	Construction Phase Services		
7.	Additional Tasks and/or Meetings Deemed		
	<b>Subtotal</b>		
<b>Laura Drive</b>			
1.	Site Survey and Design		
2.	Design Coordination and Permitting		
3.	Real Estate Negotiation and Acquisition Services		
4.	Construction Bidding and Submittal Review		
5.	As-Built Drawings		
6.	Construction Phase Services		
7.	Additional Tasks and/or Meetings Deemed		
	<b>Subtotal</b>		
<b>North Street</b>			
1.	Site Survey and Design		
2.	Design Coordination and Permitting		
3.	Real Estate Negotiation and Acquisition Services		
4.	Construction Bidding and Submittal Review		
5.	As-Built Drawings		
6.	Construction Phase Services		
7.	Additional Tasks and/or Meetings Deemed		
	<b>Subtotal</b>		

Task	Task Description in Brief	Fee	Estimated Hours to Complete Task
<b>River Drive</b>			
1.	Site Survey and Design		
2.	Design Coordination and Permitting		
3.	Real Estate Negotiation and Acquisition Services		
4.	Construction Bidding and Submittal Review		
5.	As-Built Drawings		
6.	Construction Phase Services		
7.	Additional Tasks and/or Meetings Deemed		
	<b>Subtotal</b>		
<b>Rocky Fork Drive North</b>			
1.	Site Survey and Design		
2.	Design Coordination and Permitting		
3.	Real Estate Negotiation and Acquisition Services		
4.	Construction Bidding and Submittal Review		
5.	As-Built Drawings		
6.	Construction Phase Services		
7.	Additional Tasks and/or Meetings Deemed		
	<b>Subtotal</b>		
<b>Grand Total</b>			
<b>Billing Rate</b>			
*8.	Construction Inspection		

Please submit hourly billing rate schedule by classification.

Please submit your travel rates, if applicable.

\*Construction Inspection will be covered through a future Contract Modification; proposers are only required to submit a billing rate for the Construction Inspector with this proposal.

This proposal is binding upon the undersigned for 90 days after the Proposal Submittal Deadline.

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DIR NUMBER: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

SIGNATURES FOR PROPOSER:

If INDIVIDUAL, Sign Below

If CORPORATION, Sign Below  
(Show Names of Non-signing Officers)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
A CORPORATION

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Name of State Where Chartered

If PARTNERSHIP, Sign Below  
(Show Names of Non-signing Partners)

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
PRESIDENT                      Date

\_\_\_\_\_  
Name of Partners

\_\_\_\_\_  
SECRETARY                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
TREASURER                      Date

\_\_\_\_\_  
Post Office Address

\_\_\_\_\_  
Post Office Address

**AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.**

## ATTACHMENT D – REFERENCE LIST

Please list three (3) public agency clients, along with a very brief description of the work, which the City may contact regarding the Consultant's work performance.

### REFERENCE # 1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

### REFERENCE # 2

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

### REFERENCE # 3

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

**AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.**

## ATTACHMENT E – TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process and will be incorporated into the resulting contract as applicable.

**1.1 Contract Type:** The contract resulting from this RFP shall be in form and content satisfactory to the City and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the City deems necessary and appropriate. The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the utility ratemaking industry. The contract resulting from this RFP shall include professional/implementation services on a not to exceed basis. The initial contract price will be based on prices submitted by the successful respondent, subject to contract negotiations with the City, and shall remain firm for the initial term of the contract.

**1.2 Contract Term / Termination:** The resulting contract shall be effective upon the date the contract is signed by both the City and the Respondent and shall expire upon completion of the Services covered by the contract. The resulting contract may be terminated by the City upon thirty (30) days written notice of such termination. In the event of the City's termination of the resulting contract, there shall be no further obligation on the part of the City to the Respondent save and except for payment of sums due and owing for expenses and work incurred by the Respondent prior to the date of termination, minus any City incurred damages if such termination is for cause. In the event of any termination, Respondent shall agree to cooperate in connection with any necessary transition services and shall be reimbursed for such transition services at Respondent's standard rates. The beginning of the term of any licensing or subscription fees for software may be subject to the negotiation of the City and the Respondent, such that they do not coincide with the contract execution date.

**1.3 Payment Terms:** Respondents are directed to Attachment C of this RFP for additional information related to the City's preferred payment terms.

**1.4 No Obligation, Right of Rejection, and Multiple Award:** The inquiry made through this RFP implies no obligation on the part of the City. This RFP does not constitute an offer or a contract with any Respondent or other party. The City reserves the right to reject any or all Proposals, in whole or in part, or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The City may reject any Proposal that is not responsive to all the material and substantial terms, conditions, and performance requirements of this RFP. The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP.

The City reserves the right to reject any Proposal determined to be nonresponsive. The City reserves the right to negotiate with any or all Respondents with respect to any or all terms of a Proposal or Contract, including but not limited to the fees. The City also reserves the right to refrain from making an award if it determines it to be in its best interest. The City reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals.

**1.5 Contract Changes:** Written requests for price changes in a resulting term contract after the firm price period must be submitted in writing to the City at least thirty (30) days prior to the

commencement of any extension period. Any proposed price increase will be based on the Contractor's actual cost increase only, as shown in written documentation provided to the City. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. In connection with any Contractor request for price increases in term contracts after the firm price period, at the option of the City, (1) the request may be granted; (2) the contract may be cancelled by either party; or (3) the contract may be extended without change with the consent of both parties.

The City will accept or reject all such written requests within fifteen (15) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. The Contractor will be required to send notice to all users of the contract. All Services and related accessories are to be billed at prices in effect at the time the service was rendered, or order was placed. All contract changes will be effective only on written agreement signed by both parties.

**1.6 Contract Approval:** Proposers understand that this RFP does not constitute an offer or a contract with the Respondent. This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence only following the City Council's approval of a contract and the parties' execution of the contract. Upon written notice to the Respondent, the City may set a different starting date for the contract. The City will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the contract start date set by the City.

**1.7 Contract Dispute:** In the event of contract dispute, dispute proceedings will be held in the State of Ohio. Mediation, subject to written agreement of the parties, will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

**1.8 Confidential Information:** Any written, printed, graphic, electronic, or magnetically recorded information furnished by the City for the Respondent's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The Respondent and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Respondent's employees, agents, and subcontractors and Respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Respondent, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the City.

**1.9 Insurance Requirements:** Respondent shall, at Respondent's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section. The Respondent shall furnish a certificate of insurance and endorsements in a form

acceptable to the City before starting work or within ten (10) days after the notice of award of the contract, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Ohio and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City.

The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Respondent shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the City, its officers, employees, attorneys, and volunteers as set forth in this RFP.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**A. Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
  - a. General Aggregate \$1,000,000.00
  - b. Each Occurrence \$1,000,000.00
  - c. Personal Injury \$1,000,000.00
- iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

**B. Professional Liability:**

- i. Per Claim/Aggregate \$1,000,000.00
- ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of the contract to the extent same are covered.

**C. Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Ohio, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. All such policies of workers' compensation insurance shall include a waiver of subrogation in favor of the City. In case employees engaged in hazardous work under the contract are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**D. Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property

damage.

ii. Limits:

a. Combined Single Limit \$1,000,000.00

**E. Umbrella:**

i. Limits:

a. Each Occurrence/Aggregate \$1,000,000.00

**F.** The City, its officials, officers, employees, agents, and volunteers shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. All such insurance shall be primary and non-contributory coverage as respects a covered loss. The Respondent shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Respondent understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Respondent, shall in no way limit the Respondent's responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees, agents as herein provided.

**1.10 Conflict of Interest:** Respondents shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations including all amendments and revisions thereto, which in any manner affect Respondents or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the termination of the contract; ii) the forfeiture by Respondents of all benefits of the Contract; iii) the retainage by City of all Services performed by Respondent and iv) the recovery by City of all consideration, or the value of all consideration, paid to Respondent pursuant to any awarded contract.

**1.11 Pending and Recent Litigation:** Respondents must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three (3) years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the Proposal.

**1.12 Rights to Submitted Material:** It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regards to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

**1.13 Contract Negotiation:** After final evaluation, the City may negotiate with the offeror(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked Proposal or terminate negotiations with any or all Respondents.

If contract negotiations are commenced, they may be held at City office locations or via teleconference at a date and time to be determined. If contract negotiations are held, the Respondent will be responsible for all of Respondent's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

**1.14 Failure to Negotiate:** If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all Respondents.

**1.15 Indemnity; Hold Harmless:** The Respondent shall indemnify, defend, and hold and save the City and all officials, officers, agents, employees and volunteers of City harmless from and against any and all liabilities, claims, costs, or expenses whatsoever arising out of or resulting from this Agreement or any act, omission, or negligence of Respondent or any officers, agents, servants, employees, or subcontractors of Respondent, including without limitation, any liabilities, claims, costs or expenses arising directly or indirectly, from any patented or otherwise protected invention, software, intellectual property, process, article, or appliance implemented or used in the performance of the contract, including its use by the City.

**1.16 Statutory Information:** Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Ohio. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in any federal or state court in Ohio. Mediation, subject to written approval of both parties, will be a mandatory first step in the event of a dispute, prior to any legal action as set forth in the contract.

All Project Vendors, participants, consultants, engineers, and subcontractors must comply with all applicable federal, state, and local laws pertaining to contracts entered into by governmental agencies, including, without limitation, non-discriminating employment. Contracts entered into on the basis of submitted Proposals are revocable if contrary to law.

**1.17 Non-Discrimination Clause:** During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**1.18 ADA:** The Contractor and all subcontractors agree to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of, employment in its services, programs, or activities. The Contractor and all subcontractors agree to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor and any subcontractor.

**1.19 Laws:** The Contractor and all subcontractors will comply with all applicable local, state, and federal laws, ordinances, and regulations in the performance of the contract. The contract will comply with and be governed by all laws of the State of Ohio. Any violation shall constitute a material breach of the executed contract.

**1.20 Force Majeure:** Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure").

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

**1.21 Policy Compliance:** The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the City.

**1.22 Public Information:** It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and Proposals or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regards to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Respondent ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

**1.23 Ownership of Data and Transition:** Any and all City data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Offeror shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; and
- c. Make available to the City, at no cost, all City data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or City request.

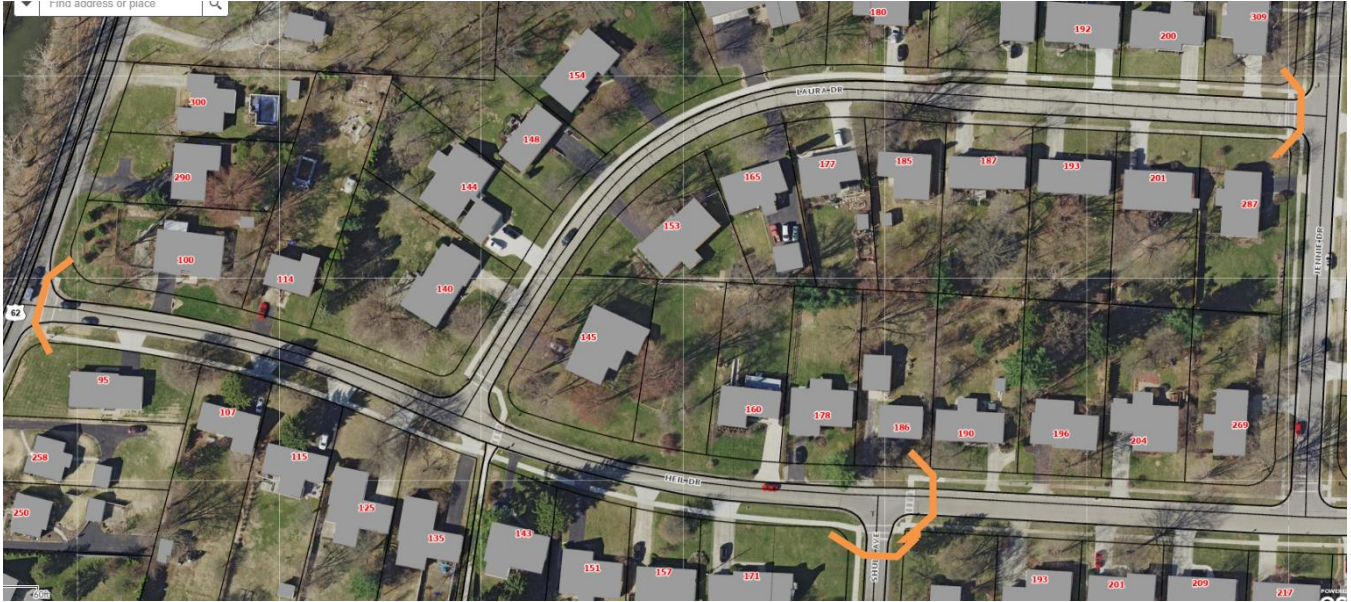
In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the City shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

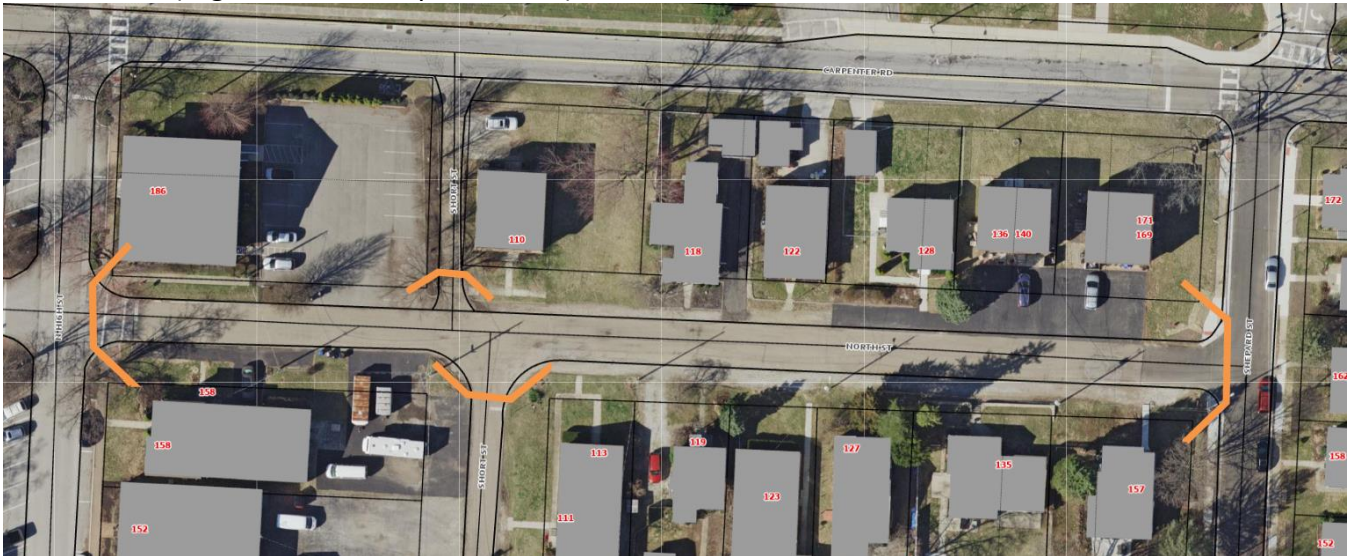
# ATTACHMENT F – PROJECT LIMITS AND RECORD PLANS

## Project Limits

Heil Drive (Mill Street to Shull Avenue) and Laura Drive (Heil Drive to Jennie Drive)



North Street (High Street to Shepard Street)



River Drive (James Road to Parkland Drive)



Rocky Fork Drive North (Flint Ridge Drive to Cliffview Drive)



## Record Plans

Record plans, as indicated below, have been provided for each project location. Sanitary sewer information can be found on the SA plans, water information can be found on the WA plans, stormwater information can be found on the ST plans.

- Heil Drive (Mill Street to Shull Avenue)
  - SA93
  - WA47
  - ST131
- Laura Drive (Heil Drive to Jennie Drive)
  - SA62
  - SA94
  - WA47
  - WA65
  - ST130
  - ST131
- North Street (High Street to Shepard Street)
  - SA1
  - WA1
  - ST1057
- River Drive (James Road to Parkland Drive)
  - SA105
  - WA57
  - ST516
- Rocky Fork Drive North (Flint Ridge Drive to Cliffview Drive)
  - SA3
  - WA4

You may also view and download record plans using the City of Gahanna GIS Basemap Application, which you can access via [www.gahanna.gov/gis-maps/](http://www.gahanna.gov/gis-maps/). Once in the Basemap Application, turn on any utility layers of interest in the Layers List. Zoom into the areas of interest to view the location of and other key information about existing utilities in the area. Click on a utility item to view more detail information about it in a pop-up box. You can view the record plans for the utility item by clicking on the “More info” link next to “Image File” in the pop-up box. The record plan will pop-up in a new internet tab/window where you can save/download it.